STATUTES — CONSTRUCTION—"CITIZENS" HELD TO MEAN "QUALIFIED VOTERS."—A municipal charter provided that no license for the sale of intoxicating liquors should be granted unless the application for a license was accompanied by a petition "signed by two-thirds of the citizens of said town, asking for such license." Defendant had presented a petition signed by two-thirds of the qualified voters of the town, though not by two-thirds of the inhabitants, and had obtained a license. In an action to restrain defendant from selling intoxicating liquor, because he had not complied with the charter, *Held*, that the license so obtained was sufficient. *Wray* v. *Harrison* (1902), — Ga. — , 42 S. E. Rep. 351.

The court held that while the word "citizens" is often used to include males and females, adults and infants, yet when used in a statute with reference to governmental affairs, it must be presumed to include those only who are clothed with the power of controlling civil and political functions.

SURETYSHIP—SHERIFF'S BOND.—In a sheriff's official bond the name of the sheriff and his sureties appeared in the body of the instrument. The sureties signed the bond, but the sheriff failed to do so. *Held*, that the sureties were nevertheless liable. *McKissack* v. *McClendon* (1902), — Ala. —, 16 So. Rep. 486.

Generally speaking the surety's obligation is accessory, and its extent depends upon the obligation of the principal. To avoid the results of the application of this general rule, the court relied upon a code provision, to the effect that: "Whenever any officer, required by law to give an official bond, acts under a bond which is not in the penalty, or conditioned, or with the securities prescribed by law, the bond is valid and binding on the obligors therein, as the official bond executed according to law." It is obvious that to extend this code provision to the facts stated, is to place upon it an extravagant construction not warranted by its plain terms.

The conclusion of the court is undoubtedly correct; but in arriving at its conclusion, the code was distorted, as it seems, unnecessarily. For irrespective of any statutory provision the great weight of authority is, that where the surety makes no express condition that the principal shall sign the bond, the surety is liable in case the principal fails to do so. *State* v. *Bowman*, 10 Ohio, 445. This rule, while it is supported by the weight of authority, is not undisputed. *Bean* v. *Parker*, 17 Mass. 591. In Massachusetts, Michigan, Indiana, Minnesota, California, Louisiana, and Connecticut, the surety is released if the principal does not sign the bond; but the rule as given is adhered to in the following states: New York, Pennsylvania, Illinois, Ohio, Virginia, Wisconsin, Kansas, Nebraska, Oregon, Texas, Montana, Tennessee, and Maine. This rule works no special hardship upon the sureties, for their right to indemnity from the principal is not affected by the failure of the principal to sign the bond. *Trustees of Schools* v. *Sheik*, 119 Ill. 579; *Harnsberger* v. *Yancey*, 33 Gratt. (Va.) 527.

SURETYSHIP—HUSBAND AND WIFE—MORTGAGES.—A husband and wife joined in the execution of a mortgage of her separate estate for the purpose of securing the husband's debt. *Held*, that she was not in the position of a surety and that a novation would not release her property. *Magoffin* v. *Boyle Nat'l Bank of Danville* (1902), — Ky. —, 69 S. W. Rep 702.

The rule, as laid down by text writers and all the courts except those of Kentucky, is that, where the wife mortgages her separate estate to secure the debt of her husband, she stands in the position of a surety and her property is discharged by an act that would release a surety. The only precedent for the